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AMENDED RESTRICTIVE COVENANTS  
FOR  
LAKEVIEW ESTATES SUBDIVISION  
SECTION I, II, III  
THE STATE OF TEXAS  
COUNTY OF SAN JACINTO

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**PREAMBLE:**

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1. Whereas Mrs. Elizabeth McMurrey dedicated Lakeview Estates Subdivision which has been platted as Sections I, II, III upon land owned by her in the James Rankin, Sr. Abstract 39 in San Jacinto County, Texas and whereas the official map and plat of these Sections are recorded in the Deed Records of San Jacinto County, Texas as follows:
    - Section I - Volume 102, Page 140
    - Section II - Volume 5, Page 3
    - Section III - Volume 5, Page 3
  2. And, Whereas, a Lakeview Estates Property Owners Association, Inc. has been formed and incorporated, and duly filed in the public records of San Jacinto County, Texas on May 7, 1987.
  3. And, Whereas, the property owners of Sections I, II & III of the Subdivision desiring uniform Covenants and Restrictions have revised and updated the Restrictive Covenants.
  4. And, Whereas, at a duly called Association Directors' meeting on July 22, 1990 it was duly moved, seconded, and voted that the then existing Restrictive Covenants should be amended. Subsequently a majority of property owners approved this action by ballot or proxy in Section I, and 100% of the property owners in Sections II and III also approved this action by ballot or proxy.
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**DECLARATION OF RESTRICTIVE COVENANTS**

This Declaration, made on the date hereinafter set forth by the Lakeview Estates Property Owners Association, Inc. acting herein by and through its duly authorized officers and the majority of Lakeview Estates property owners in Section I, and 100% in Sections II & III: called Declarants.

## **WITNESSETH**

NOW, THEREFORE, Declarants hereby declare that all of Section II, II & III of Lakeview Estates Subdivision shall be held, sold, and conveyed subject to the following easements, restrictions, reservations, exceptions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and WHICH SHALL RUN WITH, the REAL PROPERTY and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall insure to the benefit to each owner thereof, and shall apply uniformly to the use, improvement, occupancy, and conveyance of allot in said Section I, II & III of said Subdivision, including dedicated roads and streets therein, and each contract or deed, whether now existing or hereafter to be executed with regard to any of the lots in said Section I, II, & III shall conclusively be held to have been executed, delivered, and accepted subject to the following, regardless of whether or not the same are set in full or by reference in such contracts or deeds.

## **RESERVATIONS**

Utility easements are expressly reserved in, on, over, under, and through those portions of the lots as shown on the plat of Lakeview Estates, Sections I, II, & III, to the extent of five (5) feet in either direction from any and all tract lot lines and all street lines for the purpose of constructing and maintaining, and permitting the construction and maintenance of pipe lines, conduits, telephone lines, electric light poles, towers, and other equipment necessary to supply and public or private utility service. Fences, walls, and shrubbery hedges, but not buildings or structures of any character may be erected and maintained on such reserved easements, provided: (1) that such fences, walls and hedges do not interfere in any way with the use of such easements by the public or private utilities then utilizing, or their desiring to utilize the same, and (2) that the rights of the owners of such fences, walls, and hedges shall at times be and remain subordinate and inferior in every way to the rights of public or private utilities, and (3) that such public or private utilities at any time may, without liability of any kind to the owner or owners thereof, remove any such fence, wall or hedges where the removal of the same is incidental to the performance of public or private utility operations. ALL LOTS OF GROUND WILL BE SOLD WITHOUT ANY MINERALS AND SUBJECT TO ANY OIL AND GAS LEASE AFFECTING SUCH LOT OR LOTS.

All property in this subdivision shall always be expressly subject to all easements and restrictions required by the Trinity River Authority of Texas.

Portions of the lakefront easements shall be used only by the lot owner whose lot adjoins the easement, and such lot owner, members of his or her family, and guest accompanying them, shall be using such easement portions AT THEIR OWN RISK AND WITHOUT LIABILITY OF THE ASSOCIATION.

Each waterfront lot's projected side property line shall continue until it reaches the normal water line. This shall constitute that portion which may be used by the lot owner for his/her purposes. This easement shall be covered by, and subject to all reservations, restrictions, covenants, conditions, and easements of the Declarations. Piers and boathouses may be built on this easement subject to Trinity River Authority easements, restrictions, or permits. Approval of plans and locations of structures must be obtained from the Architectural Committee hereinafter created. Lot owners may fence from the road to the water line subject to Trinity River Authority easements, restrictions, and permits.

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## **ARTICLE I**

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### **DEFINITIONS:**

SECTION 1: "Association" shall mean and refer to Lakeview Estates Property Owner's Association, Inc., its successors and assigns.

SECTION 2: "Developers" shall mean and refer to those persons and/or entities who are actively involved in the development, expansion, and improvement of Lakeview Estates Subdivision and its several Sections and Additions.

SECTION 3: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Subdivision, including contract sellers or contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 4: "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 5: "Common area" shall mean all real property owned or acquired by the Association for the common use and enjoyment only of the property owners, their families and guests.

SECTION 6: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Areas and/or Designated Parks.

SECTION 7: "Declarant" shall mean and refer to the Lakeview Estates Property Owners Association, Inc., its successors and assigns, to the DEVELOPERS, and to the attached listed signatory property owners in said subdivision who represent a majority of the eligible votes of property owners.

SECTION 8: "Members" shall mean and refer to every owner/owners of a lot which is subject to assessment in Sections I, II, and III, and any future sections.

SECTION 9: "Board of Directors" shall mean the seven (7) members of the Association elected to manage the affairs of the Association.

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## **ARTICLE II**

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### **RESTRICTIVE COVENANTS SECTION I, II, & III OF LAKEVIEW ESTATES SUBDIVISION**

SECTION 1: None of the lots or the improvements thereon shall ever be used for anything other than single family residential purposes except Section 1, Lots 88, 89, 90, 91, 102, Section II, Lot 3, and Section II, Lot 30, which are hereby unrestricted.

SECTION 2: No boat or boat trailer shall ever be permanently parked on parks designated for Lakeview Estates Subdivision property owners use; however, boats or trailers may be parked on such parks for short periods, not to exceed 3 days. No boats or trailers shall ever be parked or placed (except temporarily) nearer to the street than twenty-five (25) feet from the front property line.

SECTION 3: The use of parks shall be restricted to members of the Lakeview Estates Property Owners Association, Inc., members of their families and guests accompanying them, and shall be used at their own risk. There shall not be any overnight camping in park areas. Any private parks and such recreational facilities as approved by the Board are for community recreational use only.

SECTION 4: No building shall be erected, place, or altered on any lot in this Subdivision until the plans and specifications, with a plot plan for such building, has been approved in writing by the Architectural Committee of the Association. When plans are submitted, the lot owner must obtain a dated receipt signed by an Architectural Committee member. The Committee shall approve or reject such plans,

specifications, and plot plan in writing within thirty (30) days after the same have been submitted, and the owners submitting such plans, specifications, and plot plans shall be notified of such approval or rejections within said thirty (30) day period. Failure of the Architectural Committee to give such written notification to the owner/applicant shall be deemed that such plans, specifications, and plot plans are APPROVED.

SECTION 5: Each residence shall have a minimum floor area of twelve hundred (1,200) square feet exclusive of open porches and garages. Only one single family residence may be erected on any one lot. No garage or outbuilding on any lot shall ever be used as a residence or as living quarters except by servants engaged on the lot.

The Board may, at its discretion, modify the twelve hundred (1,200) square feet floor space requirement for lots of unusual contours or other special circumstances. The Board shall make every effort to accommodate such unusual situations.

SECTION 6: No time limit is placed on erection or alteration of the building, except the outside of the structure shall be completed within one year after starting construction.

SECTION 7: No old or used existing buildings or structure of any kind, and no part of any old or used existing building or structure shall be placed on any lot.

SECTION 8: No corrugated metal sheeting may be used except for roofing on boat shelter structures.

SECTION 9: No building shall be located on any residential lot nearer than twenty-five (25) feet to the front property line, or nearer than ten (10) feet to any side street, nor nearer than ten (10) feet to an interior property line. Corner residential lots shall be deemed in front on the street side having the least frontage. The set-back line may be relaxed by decision of the Board if the above prescribed distances are not feasible considering the terrain of the lot. No boat house, pier, or other structure over water shall be nearer than ten (10) feet to any projected side property line on any lot.

SECTION 10: Travel trailers, motor homes, tents, or other temporary structures may not ever be placed permanently on any property in the Lakeview Estates Subdivision. Property owners or their visitors may temporarily park travel trailers, motor homes, or put up tents not to exceed a period of ten (10) days within a thirty (30) day period. If a property owner desires an extension of this time allotment, the property owner must obtain approval from the Board within the original ten (10) day period.

SECTION 11: All sewage disposal and septic tanks shall meet, or exceed the requirements of and be subject to the approval of the Trinity River Authority and/or other proper governmental authorities having jurisdiction as applicable.

SECTION 12: No lot shall be used as a site for accumulated rubbish or used building materials. Trash, garbage, and other waste shall be kept in sanitary containers. If, at the discretion of the Board, a lot owner is in violation of this section, the Board shall have the responsibility to notify the owner by certified mail, RRR of the violation. The property owner/owners will then have ninety (90) days to comply. After the ninety (90) day period of time, the Board shall take such action as necessary to bring the property into compliance with this section and bill the property owner/owners any costs incurred.

SECTION 13: Drainage structures under private driveways shall always have a net drainage opening area of sufficient size to permit the free flow of water without backwater. Natural drainage in this Subdivision shall not be diverted, detained, or blocked by any person or persons.

SECTION 14: No obnoxious or offensive trade or activity shall be allowed on any lot or park, nor shall anything done, or permitted to be done thereon which may be, or become an annoyance or a nuisance in the neighborhood.

SECTION 15: Speed limits on undedicated roads inside the subdivision shall be under the control of the Association.

SECTION 16: No animal or domestic fowls, other than cats, dogs, and birds (not to exceed two in each category) shall be kept on any lot.

SECTION 17: The use or discharge of firearms is expressly prohibited within the Subdivision. NO HUNTING shall be allowed.

SECTION 18: No sign of any kind shall be displayed on any residential lot except name and street number, and For Sale or Lease signs not to exceed five (5) square feet in size. Temporary signs for special events may be displayed for a period not to exceed three days.

SECTION 19: In the event of damage or destruction of any improvements on any lot by natural forces or human action, the owner shall clear unsightly debris within a reasonable time after the occurrence not to exceed ninety (90) days (after the insurance company and/or governmental agency has released the property). Upon owner's failure to do so, the Board shall notify owner, in writing, certified RRR, mailed to the owner's last known address, that the Board, will after the expiration of thirty (30) days from the mailing date, take such action as necessary to bring the property into compliance. All costs, including attorneys' fees, in this connection will be billed to the property owner and may become a lien on the property enforceable by appropriate legal action.

SECTION 20: Nothing herein shall prevent the usage of any lot owned by the Developer, his/her heirs, successors, or assigns, as a field sales office.

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## **ARTICLE III**

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### **LAKEVIEW ESTATES ARCHITECTURAL COMMITTEE**

SECTION 1: The Architectural Committee shall be composed of the seven members of the Board of Directors of the Lakeview Estates Property Owners Association, Inc.

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## **ARTICLE IV**

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### **ASSESSMENTS AND ENFORCEMENTS**

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SECTION 1: The Association shall be authorized to collect and expend in the interest of the Subdivision as a whole and of the property owners of said Subdivision as a whole and of the property owners of said Subdivision, the assessment fund hereinafter created. The association shall also enforce, by the appropriate proceedings, the herein declared Restrictions: enforce or release any lien imposed on any lot by reason of a violation of any of the herein declared Restrictions, or by reason of the failure to pay the applicable assessments charge hereinafter provided. The association shall also approve or reject plans and specifications for building to be erected in said subdivision, and to approve or reject any reasonable request of lot owners.

SECTION 2: All member lot owners are hereby subjected to an annual assessment against said lots and the owners thereof for the purpose of creating a fund to be expended by the Association in the interest of the Subdivision as a whole. The amount of said assessment shall be (\$25.00) twenty-five dollars per lot (At the discretion of the board up to a five percent (5%) increase/decrease may be made annually without a vote of the members fo the Association.) Each lot owner shall pay the amount of the assessment against his or her lot to the Association on or before March 1<sup>st</sup> of each year for the current year, and such money shall be held by the Association in trust, and shall be used for the benefit of all lot owners in said subdivision. After June 1<sup>st</sup>, a late charge of five (\$5) dollars per lot per year will be added to unpaid assessments. Unpaid assessments shall accrue interest at the maximum legal rate added until paid.

Any increase in the annual assessment exceeding 5% must be approved by a majority of the property owners.

Lots owned by Developers for resale (See Article I – Section 2 – Definitions) are exempt from assessments.

SECTION 3: Authorized uses of assessment funds may include but are not limited to: lightning, collecting and disposing of garbage, trash and other debris, policemen or watchmen caring for vacant lots, fogging or spraying for insects, and improving and maintaining the parks and other facilities.

SECTION 4: Delinquent assessments, late charges, interest, attorneys' fees, and all other related costs may be secured by a lien on such lot/lots; and such lien shall be enforceable through appropriate proceedings at law by the Association.

SECTION 5: For unforeseen contingencies such as significant damage to Association property by acts of God, legal fees, and other extraordinary expenditures not covered by available assessment funds, but NOT for capital improvements, the Board shall be authorized to levy emergency assessments, which in any one calendar year shall not exceed the lesser of: (a) four (4) times the annual assessment, or (b) the actual cost involved.

SECTION 6: Any member who is delinquent in the payment of his/her assessment shall not be entitled to vote on any matter which comes before the membership.

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## **ARTICLE V**

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### **MEMBERSHIP AND VOTING RIGHTS**

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SECTION 1: Every owner on a lot which is subject to assessment shall be a member of the Association. Such membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

SECTION 2: At each meeting, the owner/owners of one or more lots shall be entitled to vote as follows:

- a) Owner or Owners of single lots – ONE VOTE
- b) Owner of Owners of more than one lot – ONE VOTE
- c) Joint Owner or Owners of one or move lots – ONE VOTE AMONG THEMSELVES, to be exercised as they amongst themselves determine.



In order for a property owner to exercise voting privileges, Association assessments must be current and there must be no existing liens on the property relative to violations of Restrictive Covenants.

Votes may be cast in person, or by written proxy executed by property owners and received by the Board.

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## **ARTICLE VI**

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### **MISCELLANEOUS**

**SECTION 1: ENFORCEMENT.** The Association or any owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver or the right to do so thereafter.

**SECTION 2: SEVERABILITY.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

**SECTION 3: CONTINUANCE AND AMENDMENT.** These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded with the county clerk of San Jacinto County, Texas, after which time said covenants shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by the majority vote of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part, or to revoke them. The Restrictive Covenants Declaration, however, may be amended by a majority vote of the then lot owners in person or by proxy, but in no event more often than 5 years from the date of the last amendment.

**SECTION 4: MISCELLANEOUS PROVISIONS.** All restrictions, reservations, and covenants shall be binding upon the purchaser or the successors, heirs, and assigns of the purchaser. If Developers or any of its successors or assigns, should violate or attempt to violate any of the foregoing restrictions, proceedings at law or in equity may be brought against the developers or any of his/her successors or assigns violating or attempting to violate any of the foregoing covenants, restrictions, or provisions to prevent them from doing so, or to recover damages for such violation as may be instituted, by the Association for the benefit of any owners of property in said Subdivision as their interests may appear.

If any one or more of the foregoing restrictions or provisions should become or be held to be invalid, by reason of waiver, judicial decision or otherwise, the other restrictions and provisions set forth above shall not be affected thereby but shall remain in full force and effect.

At the annual meeting May 4, 1991 of the Lakeview Estates Property Owners Association, Inc., the Property Owners voted to amend their different Restricted Covenants by a majority vote in Section I and by a one hundred percent (100%) vote in Sections II and III. Hereafter these Sections shall vote and amend these Restrictive Covenants as one entity.

WITNESS OUR HANDS this 6<sup>th</sup> day of May, 1991 and ADOPTED at a Board of Directors Meeting of the LAKEVIEW ESTATES PROPERTY OWNER'S ASSOCIATION, INC.

LAKEVIEW ESTATES PROPERTY OWNERS ASSOCIATION, INC.

BY:

Kathleen Deming, Pres	1990/1992	Betty Bough	1990/1991
Blanchard Andries, VP	1990/1991	George Conklin	1990/1992
Townson Ellis, VP	1991/1992	Mitch Harvey	1990/1992
Mary Montgomery, Sec	1990/1992		
Phyllis Carney, Treas	1990/1992		

L. H. Wellmeyer, Jr        1991/1992

Sworn to and subscribed before me on this 6<sup>th</sup> day of May 1991.

Mildred Andries

THE STATE OF TEXAS COUNTY OF SAN JACINTO  
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VOL 134,

This instrument was acknowledged before me on the 6<sup>th</sup> day of May, 1991, by  
Kathleen Deming.

Mildred Andries  
Notary Public, State of Texas

My commission expires:  
11-21-94

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